

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**

Charlottesville Division

CLERKS OFFICE U.S. DIST. COURT
AT CHARLOTTESVILLE, VA
FILED
11/29/2024
LAURA A. AUSTIN, CLERK
BY s/ S. MELVIN
DEPUTY CLERK

RICHARD THOMAS HARRY, JR.
Plaintiff

Case No. 3:24-cv-00082

v.

**EQUIFAX INFORMATION SERVICES LLC
EQUIFAX, INC,
EXPERIAN INFORMATION SOLUTIONS INC
EXPERIAN PLC
TRANSUNION HOLDING COMPANY, INC
Defendants**

COMPLAINT

Comes now, the Plaintiff Richard Thomas Harry Jr., and as and for his complaint states as follows:

1 The United States District Court for the Western District of Virginia has jurisdiction of this action pursuant to 28 USC 1331 because the Fair Credit Reporting Act (“FCRA”) 15 USC 1681 et seq is a federal consumer protection law providing a private right of action.

2. Plaintiff Richard T Harry, Jr is a natural person and consumer residing in the Western District of Virginia, Charlottesville Division.

3. Equifax Information Services LLC and/or Equifax, Inc. (“Equifax”) is a company that regularly evaluates and reports consumer credit information to third parties through interstate commerce and is a “consumer reporting agency” as defined by the FCRA at 15 USC 1681a(f)

4. Experian Information Solutions Inc. and/or Experian PLC (“Experian”) is a company that regularly evaluates and reports consumer credit information to third parties through interstate commerce and is a “consumer reporting agency” as defined by the FCRA at 15 USC 1681a(f)

5. Transunion Holding Company, Inc. (“Transunion”) is a company that regularly evaluates and reports consumer credit information to third parties through interstate commerce and is a “consumer reporting agency” as defined by the FCRA at 15 USC 1681a(f)

6. The venue and division of this Court are proper because all defendants regularly transact business here and Plaintiff has lived in this district at all material times.

7. On April 1m 2024 the Plaintiff sent Equifax, Experian and Transunion detailed letters disputing the accuracy of their credit reports with respect to certain debts listed on said letters. Redacted copies of said letters are attached hereto and incorporated herein by reference.

8. The core issue common to each dispute is that there are debts on the Plaintiff's credit reports that were alleged therein to have been incurred by Plaintiff with Sam's Club Mastercard/Synchrony Bank but that were not incurred contracted or otherwise debts owed by the Plaintiff, Richard T Harry, Jr.

9. Defendants failed to conduct a reasonable timely investigation after receiving Plaintiff's dispute letters, resulting in the continued reporting of this false derogatory information on Plaintiff's credit reports with respect to the debts identified on the letters.

10. Defendants failed to correct the credit reports to remove the false derogatory information and continued to list the debts of Plaintiffs' father on Plaintiff's credit reports.

11. The Plaintiff seeks to have removed the false derogatory information from the credit reports that lists the debts of Plaintiff's father as his own and continues to harm his credit standing.

12. The Plaintiff has severed severe ongoing emotional harm, including frustration, stress, anxiety worry, damage to reputation and economic losses, including but not limited to damage to his credit, lower credit scores and lost opportunities to receive credit, in amounts to be determined at trial, plus reasonable attorney's fees on this behalf expended.

COUNT ONE (EQUIFAX)

13. The allegations of paragraph 1-12 are incorporated herein.

14. From April 1, 2024 to the present Equifax willfully or negligently failed to comply with its responsibilities under the FCRA found at 15 USC1681e(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information in Plaintiff's credit reports, and failed to comply with its reinvestigation responsibilities found at 15 USC 1681i

15. As a result of Equifax's willful or negligent failure to comply with the FCRA, Plaintiff is entitled to compensation for his damages alleged above, punitive damages (upon a determination of a willful violation) and reimbursement of reasonable attorney's fees and costs under 15 USC 1681n/o.

COUNT TWO (EXPERIAN)

16. The allegations of paragraph 1-12 are incorporated herein.

17. From April 1, 2024 to the present Experian willfully or negligently failed to comply with its responsibilities under the FCRA found at 15 USC1681e(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information in Plaintiff's credit reports, and failed to comply with its reinvestigation responsibilities found at 15 USC 1681i

18. As a result of Experian's willful or negligent failure to comply with the FCRA, Plaintiff is entitled to compensation for his damages alleged above, punitive damages (upon a determination of a willful violation) and reimbursement of reasonable attorney's fees and costs under 15 USC 1681n/o.

COUNT THREE (TRANSUNION)

19. The allegations of paragraph 1-12 are incorporated herein.

20. From April 1, 2024 to the present Transunion willfully or negligently failed to comply with its responsibilities under the FCRA found at 15 USC1681e(b) by failing to follow reasonable procedures to assure maximum possible accuracy of the information in Plaintiff's credit reports, and failed to comply with its reinvestigation responsibilities found at 15 USC 1681i

21. As a result of Transunion's willful or negligent failure to comply with the FCRA, Plaintiff is entitled to compensation for his damages alleged above, punitive damages (upon a determination of a willful violation) and reimbursement of reasonable attorney's fees and costs under 15 USC 1681n/o.

Wherefore for the foregoing reasons, Plaintiff's seeks judgment against the Defendants' jointly and severally for the following:

- 1 An order compelling correction of the credit reports;
- 2.An award of actual and/or statutory damages;
- 3 An award of punitive damages;
- 4 An award of reasonable attorney's fees on this behalf expended; and
5. Any other equitable relief the court deems just and fair.

/s/ Steven Shareff

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PLAINTIFF DEMANDS TRIAL BY JURY

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April 1, 2024

REQUEST TO REMOVE NEGATIVE CREDIT REPORTING

Dear sir or madam,

Attached, please find letter and exhibits related to ongoing dispute with Sam's Club/Synchrony Bank regarding payment of balance of statement March 2022. Additionally, please find copies of subsequent statements indicating Sam's Club/Synchrony Bank erroneous duplication of my alleged delinquency and continual refusal to accept affirmative proof of payment of original legitimate debt. Please accept this narrative as an attempt to summarize this unending frustration and in furtherance of my request to remove any negative credit reporting related to this set of circumstances.

1) For over 20 years I have held a Sam's Club credit card in good standing paying off my entire balance on a monthly basis.

CARD ENDING 5049

2) March 2022, Sam's Club Statement balance was \$7746.64 due April 3, 2022 (Att A).

3) Mar 30, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$3000.00. (Att. B).

4) April 4, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$4746.64. (Att. C).

5) Dec 19, 2022 letter form UVA credit Union verifying transaction of \$3000.00 and \$4746.54 (Att. D).

6) April 2022, Sam's Club Statement balance was \$12,909.39 due May 3, 2022 showing a past due balance of \$7746.64 and new purchases of \$4916.25 (Att. E).

7) April 25, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$4916.25.

8) May 2022, Sam's Club Statement balance was \$3124.43 due June 3, 2022 (Att. F).

9) May 16, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$3124.43.

10) **June 2022, Sam's Club Statement balance was \$14,362.26 due July 3, 2022. This included a payment correction debit to my account of \$7700.00 on May 16, 2022. Additionally, there was a separate line item for \$7700.00 for Promotional Purchase Summary New purchases were \$3124.43 (Att. G).**

- 11) June 16, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$3124.43.
- 12) July 2022, Sam's Club Statement balance was \$15,534.70 due August 3, 2022. Additionally, there was a separate line item for \$7700.00 for Promotional Purchase Summary with a new Promotional Balance of \$7393.00. New purchases were \$4315.92 (Att. H).
- 13) August 3, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$4315.92.
- 14) August 2022, Sam's Club Statement balance was \$7640.62 due Sept 3, 2022. Additionally, there was a separate line item for \$7700.00 for Promotional Purchase Summary with a new Promotional Balance of \$3348.46. New purchases were \$4292.16. August 29, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$4292.16.
- 15) Sep 2022, Sam's Club Statement balance was \$1091.70 due Oct 3, 2022.
- 16) Oct 2022, Sam's Club Statement balance was \$4091.70 due Nov 3, 2022. This Oct statement contained an unspecified purchase in the amount of \$3000.00 as well as a payment correction dated Sep 22 for \$3000.00. No new purchases. No payment. (Att. J).
- 17) Nov 2022, Sam's Club Statement balance was \$834.55 due Dec 3, 2022. Unknown Credit of \$3257.15. No New purchases. No new payments. (Att. K).
- 18) Dec 2022, Sam's Club Statement balance was \$3000.00 based upon payment correction of 12/9/2022. No new purchases. No new payments (Att. L).
- 19) Jan 2023, Sam's Club Statement due Feb 3, 2023 balance was \$0 based upon payment noted 12/9/2022 in the amount of \$3000.00. No new purchases. No new payments (Att. M).
- CARD ENDING 1851
- 20) Oct 2022, Sam's Club Statement balance was \$13,438.70 due Nov 3, 2022. This statement included a \$4746.64 payment correction. This statement additionally included a promotional purchase summary with one entry of purchase amount \$7700.00 dated May 16, 2022 with corresponding promotional balance of \$3348.46 as well as another entry dated Sep 27, 2022 with purchase amount \$4746.64 and promotional balance of \$4746.64. Additionally, there was a separate line item for \$7700.00 for Promotional Purchase Summary. New purchases were \$3186.94 Att. AA).
- 21) Oct 17, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$2912.30 and Oct 31 for \$274.64 equaled \$3186.94.
- 22) Nov 2022, Sam's Club Statement balance was \$13,744.92 due Dec 3, 2022. This included a balance transfer of \$3000.00 on Oct 21, 2022. This statement additionally included a promotional purchase summary with one entry of purchase amount \$7700.00 dated May 16, 2022 with corresponding promotional balance of \$3040.46 as well as another entry dated Sep 27, 2022 with purchase amount \$4746.64 and promotional balance of \$4746.64. More Promotional Purchase Summary entries appeared noted for \$150.99 and \$106.16. New purchases were \$3390.22 Att BB).
- 23) Nov 24, 2022, payment of \$133.07 from UVACCU by EFT.
- 24) Dec 2022, Sam's Club Statement balance was \$9453.23 due Jan 3, 2023. This included a payment correction balance transfer of \$3000.00 on Dec 9, 2022. More Promotional Purchase

Summary entries noted for \$106.16 with balance of \$48.31 and \$150.99. New purchases were \$2475.14 (Att. CC).

25) Dec 30, 2022 payment from University of Virginia Community Credit Union by Electronic Funds Transfer in the amount of \$2475.14.

26) Jan 2023, Sam's Club Statement balance was \$16,717.87 due Feb 3, 2023. This included a payment correction balance transfer of \$4746.64 on Dec 12, 2022 as well as \$3000.00 on Dec 13, 2022. This statement additionally included a promotional purchase summary with one entry of purchase amount \$3000.00 dated Dec 9, 2022 with corresponding promotional balance of \$2875.41 as well as another entry dated Dec 9, 2022 with purchase amount \$4746.64 and promotional balance of \$4746.64. New purchases were \$1285.00 (Att. DD) paid Jan 25, 2023 by EFT with UVACCU.

27) Feb 2023, Sam's Club Statement balance was \$18,694.41 due Mar 3, 2023. This statement included a promotional purchase summary with one entry of purchase amount \$3000.00 dated Dec 9, 2022 with corresponding promotional balance of \$2875.41 as well as another entry dated Dec 9, 2022 with purchase amount \$4746.64 and promotional balance of \$4746.64. New purchases were \$3021.85 (Att. EE).

28) Mar 2023, Sam's Club Statement balance was \$18,992.92 due Apr 3, 2023. This statement included a promotional purchase summary with one entry of purchase amount \$3000.00 dated Dec 9, 2022 with corresponding promotional balance of \$2875.41 as well as another entry dated Dec 9, 2022 with purchase amount \$4746.64 and promotional balance of \$4746.64 (Att. FF). No new purchases since Jan 23, 2023.

Therefore, I am requesting that you remove any negative reporting to my credit rating based upon the interactions with Sam's Club/Synchrony Bank.

Should you have any questions or concerns please free to notify me at any of the above captioned contacts.

Sincerely,

Richard T. Harry, Jr., Esq.

Enclosure